

ATTACHMENT 1 COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Attachment 1 and other applicable requirements of this Agreement. Collocation provides, where technically feasible and where space is available, for access to GTE's Wire Center of access tandems listed in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC-4, for the purpose of interconnection for the exchange of traffic with GTE and/or access to Unbundled Network Elements (UNEs). Collocation at GTE's Wire Centers and access tandems shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

By agreeing to the terms of this Attachment or the collocation of any equipment hereunder: (1) GTE does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; and (2) GTE does not intend to, and therefore does not establish any precedent, waiver, course of dealing or in any way evidence GTE's position or intent with regard to future collocation requests; and (3) GTE specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)).

2. Types of Collocation.

2.1 Single Caged.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within GTE Wire Center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE Wire Center or access tandem. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). The HC and GC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The HC and GC(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all

applicable charges, whether or not the HC is reimbursed for all or any portion of such charges by the guest(s). All terms and conditions for caged collocation as described in this Attachment will apply to shared caged collocation requirements. For additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1.1.

2.3 Subleased Caged.

Vacant space available in a CLEC's caged collocation arrangement may be made available to a third party(s) for the purpose of interconnection and/or for access to UNEs in GTE's Wire Center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The CLEC would sublease the floor space to the third party(s) pursuant to terms and conditions agreed to by the CLEC and the third party(s) involved. The CLEC is solely responsible for determining whether to sublease a shared caged collocation arrangement and if so, upon what terms and conditions. GTE will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangement between the CLEC and the third party(s). The CLEC will be responsible for ordering and payment of all collocation applicable services ordered by the CLEC and the third party(s). The CLEC and third party(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party(s). All terms and conditions for caged collocation as described in this Attachment will apply to subleased caged collocation requirements. For additional details on subleased caged collocation, see GTE's CSP, which is described in Section 3.1.1.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE Wire Center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. The equipment location will be designated by GTE and will vary based on individual Wire Center or access tandem configurations. CLEC equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's Wire Center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation, see GTE's CSP, which is described in Section 3.1.1.

2.6 Other.

A CLEC shall have the right to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to,

the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The terms of this Attachment shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application.

- 3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for Aero to contact to place a request for collocation. The point of contact will provide Aero with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form.
- 3.1.2 Application Form/Fee. Aero requesting collocation at a Wire Center or access tandem will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix A described in Section 6.1 for each Wire Center or access tandem at which collocation is requested. The application form will require Aero to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. Aero will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements or to refuse an application where extensive modifications are required. Any such charges shall be noticed to the CLECs.
- 3.1.3 Notification of Acceptance/Rejection. GTE will notify Aero in writing within fifteen (15) calendar days following receipt of the completed application if Aero's requirements cannot be accommodated as specified. Should Aero submit ten (10) or more applications within a ten (10) calendar day period, the response interval will be increased by ten (10) calendar days for every ten (10) additional applications or fraction thereof.
- 3.1.4 Changes. The first application form filed by Aero shall be designated the original application. Original applications for collocation arrangements for sites that have not been inspected and approved by Aero and GTE are subject to requests for minor or major changes to the site requested in the application. Changes will not be initiated until a completed application has been submitted along with appropriate Engineering Fee, if applicable.

Major changes are requests that add telecommunications equipment that requires additional AC or DC power; heating, ventilation, and air conditioning (HVAC) system modifications; or change the size of the cage. At the election of Aero, major changes may be handled in one of the following two methods to the extent technically feasible.

- 3.1.4.1 Method 1: Additional Application. Aero may elect to have a major change to its original collocation application treated by GTE as a separate, additional application. An additional application is subject to the same provisioning process and

conditions as an original application. On receipt of a complete additional application and Engineering Fee, GTE will notify Aero in writing within fifteen (15) calendar days following receipt of the completed additional application if the Aero additional requirements can or cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.

3.1.4.2 Method 2: Supplemental Application. Aero may elect to have a major change to its original collocation application treated by GTE as a supplemental application. A supplemental application may affect GTE's obligation to process and fulfill the original application. On receipt of a supplemental application and Engineering Fee, GTE will notify Aero in writing within fifteen (15) calendar days following receipt of the completed supplemental application if Aero requirements can or cannot be accommodated as specified. Upon notification that GTE can accommodate the requirements of the supplemental application, Aero may elect to proceed with the supplemental application. GTE's obligations under the original application will be merged with the obligations of the supplemental application and the combined project time line will be based on the date the supplemental application was received. All of the provisions herein applicable to an original application similarly apply to a supplemental application.

3.1.4.3 Minor changes are those requests that do not require additional AC or DC power, HVAC upgrades, or changes in cage/floor space. The Aero will be required to submit a revised application but the deliverable dates for the project will not change.

3.2 Space Availability.

GTE will notify Aero within fifteen (15) calendar days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected Wire Center or access tandem. If space is not available, GTE will notify Aero in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide Aero with a price quote for collocation services required to accommodate Aero's request within thirty (30) calendar days of Aero's application date, provided that no ICB rates are required in the quote. GTE reserves the right to change the price quote at any time prior to acceptance by Aero. If the quote is not accepted by Aero within such ninety (90) day period, Aero will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR.

Upon notification of available space, Aero will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

3.5 Augmentation.

All requests for an addition or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under the circumstances outlined below. The definition of a major or minor augment is as follows:

3.5.1 Major Augments are those requests that: (a) require AC or DC power; (b) add equipment that generates more BTU's of heat, or (c) increase the caged floor space over what Aero requested in its original application. A complete application and Engineering Fee will be required when submitting a caged or cageless request that requires a Major Augment.

3.5.2 Minor Augments of caged and cageless collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that: (a) do not require additional DC and AC power, (b) do not add equipment that generates more BTU's of heat, or (c) do not increase the caged floor space, over what Aero requested in its original application. The requirements of a Minor Augment request cannot exceed the capacity of the existing/proposed electrical, power or HVAC system. Requests for CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations are included as Minor Augments.

Minor Augments that require an augment fee are those requests that require GTE to perform a service or function on behalf of Aero including but not limited to: requests to pull cable for CLEC to CLEC Interconnects and DSO, DS1, and DS3 facility terminations.

Minor Augments that do not require a fee are those augments performed solely by Aero, that do not require GTE to provide a service or function on behalf of Aero, including but not limited to, requests to install additional equipment in Aero cage. Prior to the installation of the additional equipment, Aero agrees to provide GTE an application form with an updated equipment listing that includes the new equipment to be installed in Aero's collocation arrangement. Once the equipment list is submitted to GTE, Aero may proceed with the augment. Aero agrees that changes in equipment provided by Aero under this provision will not exceed the engineering specifications for power and HVAC as requested on original application. All augments will be subject to Company inspection, in accordance with term of this contract for the purpose of ensuring compliance with Company safety standards.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted.

Where Aero seeks to expand its existing collocation space, GTE shall make contiguous space available to the extent possible; provided, however, GTE does not guarantee contiguous space to Aero to expand its existing collocation space. Aero requests for expansion of existing space within a specific Wire Center or access tandem will require the submission of an application form and the appropriate Major Augment fee.

3.7 Relocation.

Aero requests for relocation of the termination equipment from one location to a different location within the same Wire Center or access tandem will be handled on an ICB basis. Aero will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs, as set forth in Appendix A described in Section 6.1, associated with the ordered collocation services, GTE will:

- 4.1.1 Schedule a meeting with Aero to determine engineering and network requirements.
- 4.1.2 Initiate the necessary modifications to the Wire Center or access tandem to accommodate Aero's request.
- 4.1.3 Work cooperatively with Aero to ensure that services are installed in accordance with the service requested.

Aero is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. Aero shall meet with GTE, if requested by GTE, to review design and work plans for installation of Aero's designated equipment within GTE premises. GTE and Aero must meet and begin implementation of the ASR within six (6) months of receipt of the collocation application form and engineering fee(s) set forth in Appendix A described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6. Aero is responsible to have all cables and other equipment to be furnished by Aero ready for installation on the date scheduled. If Aero fails to notify GTE of a delay in the installation date, Aero will be subject to the appropriate additional labor charge set forth on Appendix A described in Section 6.1.

4.2 Space Preparation.

- 4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or Aero may subcontract this work to a GTE approved contractor.
- 4.2.2 Site Selection/Power. GTE shall designate the space within its Wire Center and/or access tandem where Aero shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix A described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental

support to Aero's equipment in the same standards and parameters required for GTE equipment within that Wire Center or access tandem. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

- 4.2.3 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform Aero of the time estimates as soon as possible. GTE shall complete delivery of the floor space to Aero within ninety (90) calendar days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to Aero beginning the installation of its equipment in a cage, bay or cabinet, Aero and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by Aero, billing will be initiated, access cards will be issued and Aero may begin installation of its equipment.

4.3 Equipment and Facilities.

- 4.3.1 Purchase of Equipment. Aero will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If Aero chooses, GTE will assist Aero in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of Aero's equipment and provided facilities for collocation.
- 4.3.2 Permissible Equipment. Aero is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to UNEs. Aero shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to UNEs. Aero may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE Wire Center environmental standards.
- 4.3.3 Specifications. Aero's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All Aero equipment used for caged and cageless collocation must be tested to, and must meet (1) the NEBS Level 1 family of requirements as described in Telecordia Special Report SR-3580, plus be tested to (2) specific additional risk/safety/hazard criteria specified in Addendum E of the CSP. Any Aero equipment that does not conform to requirement (1) may not be installed on GTE property. A cabinet may be used to mitigate deficiencies identified in requirement (2). GTE reserves the right to remove and/or refuse use of CLEC facilities and equipment from its list of approved products if such products, facilities, and equipment are determined to be no longer compliant with the applicable NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of

Aero facilities or equipment that does not meet or comply with the NEBS equipment requirements specified in Addendum E of the CSP.

- 4.3.4 Cable. Aero is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards (which are set forth in the CSP) are required to reduce the possibility of interference. Aero is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing Aero's fire retardant riser cable from the cable vault to the collocation space. GTE is responsible for installing Aero provided fiber optic cable in the cable space or conduit from the first manhole outside of the Wire Center or access tandem into the Wire Center or access tandem. This may be shared conduit with dedicated inner duct. Where Aero is providing underground fiber optic cable in the first manhole outside of the Wire Center or access tandem, it must be of sufficient length as specified by GTE to be pulled through the Wire Center or access tandem to Aero's collocation space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact Aero in the event Aero's equipment disrupts the network. If GTE is unable to make contact with Aero, GTE shall temporarily disconnect Aero's service, as provided in Section 4.7. GTE will notify Aero as soon as possible after any disconnects of Aero's equipment.
- 4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, in its manholes. Aero will not be permitted to splice fiber optic cable in the first manhole outside of the Wire Center or access tandem. Where Aero is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the Wire Center or access tandem to Aero's collocation space. GTE is responsible for installing a cable splice, if necessary, where Aero provided fiber optic cable meets GTE standards within the Wire Center or access tandem cable vault or designated splicing chamber. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure.
- 4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where Aero-owned cable facilities connect to GTE termination equipment. The demarcation point for Aero is Aero's terminal equipment or interconnect/cross connect panel within Aero's cage, bay/frame or cabinet. Aero must tag all entrance facilities to indicate ownership. Aero will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.
- 4.3.7 Staging Area. For caged and cageless collocation arrangements, Aero shall have the right to use a designated staging area, a portion of the Wire Center(s) or access tandem(s) and loading areas, if available, on a temporary basis during Aero's equipment installation work in the collocation space. Aero is responsible for protecting GTE's equipment and Wire Center or access tandem walls and flooring within the staging area and along the staging route. Aero will meet all GTE fire, safety,

security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. Aero may also utilize a staging trailer, which can be located on the exterior premises of GTE's Wire Center or access tandem. GTE may assess Aero a market value lease rate for the area occupied by the trailer.

4.3.8 Testing. Upon installation of Aero's equipment, and with prior notice, GTE will schedule time to work with Aero during the turn-up phase of the equipment to ensure proper functionality between Aero's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of Aero to provide their own monitor and test points, if required, for connection directly to its terminal equipment.

4.3.9 Collocator to Collocator Interconnect Arrangements. GTE shall provide, upon Aero's request, a Collocator to Collocator Interconnect arrangement between Aero's equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, Aero must submit and Application Form, ASR, and a Minor Augment fee. GTE will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route. Aero has the option of providing all cables and connectors and the option of pulling the cables for the Collocator to Collocator Interconnect arrangement. If GTE provides the cables and connectors and/or pulls the cable, the applicable cable and labor rates will be applied.

4.4 Access to Collocation Space.

GTE will permit Aero's employees, agents, and contractors approved by GTE to have direct access to Aero's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. Aero's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to Aero, to access Aero's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where Aero shares a common entrance to the Wire Center or access tandem with GTE, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements for good cause shown, and a GTE employee may accompany Aero's personnel.

4.5 Network Outage, Damage and Reporting.

Aero shall be responsible for: (a) any damage or network outage occurring as a result of Aero owned or Aero designated termination equipment in GTE Wire Center or access tandem; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to Aero service.

4.6 Security Requirements.

- 4.6.1 Background Tests: Training. All employees, agents and contractors of Aero must meet certain minimum requirements as established in GTE's CSP. At the time Aero places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, Aero must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE Wire Centers and/or access tandems. Aero agrees that its employees/vendors with access to GTE Wire Center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the Wire Center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide Aero with written notice of such changes. Where applicable, GTE will provide information to Aero on the specific type of security training required so Aero's employees can complete such training.
- 4.6.2 Security Standards. GTE will be solely responsible for determining the appropriate level of security in each Wire Center or access tandem. GTE reserves the right to deny access to GTE buildings for any Aero employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of Aero are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow. GTE also reserves the right to deny access to GTE buildings for Aero's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.
- 4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than a reasonable number of individuals for Aero for each GTE Wire Center or access tandem for the purpose of installation, maintenance and repair. All Aero employees, agents and contractors requesting access to the Wire Center or access tandem are required to have a photo identification card, which identifies the person by name and the name of Aero. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide Aero with instructions and necessary access cards or keys to obtain access to GTE buildings. Aero is required to immediately notify GTE by the most expeditious means, when any Aero's employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. Aero is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings upon termination of employment of Aero's employee and/or termination of service. Aero shall be responsible for the replacement cost of keys, access cards or other means of obtaining

access when lost, stolen or failure of Aero or Aero's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

Aero is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. Aero will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify Aero in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to Aero as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact Aero's facilities or equipment and its ability to provide service. GTE will restrict access to Aero's collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access Aero's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by Aero or Aero's equipment upon the operation of GTE's equipment, facilities and/or employees located outside Aero's collocation space. GTE will notify Aero as soon as possible when such an event has occurred. In case of a GTE work stoppage, Aero's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect Aero's access to its premises, or ability to provide service. Aero will notify GTE point of contact of any work stoppages by Aero employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit Aero to secure collocation space on a first-come, first-serve priority basis upon GTE's receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate caged and cageless collocation requests at a Wire Center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its website and will update the list within ten (10) calendar days of any known changes. This information will be listed at the following public Internet URL: <http://www.gte.com/Regulatory>. Where GTE is unable to accommodate caged and cageless collocation requests at a Wire Center or access tandem due to space limitations or other technical reasons, GTE shall: (a) submit to the state commission, subject to any protective order as the state may deem necessary, detailed floor plans or diagrams of the Wire Center or access tandem; and (b) allow Aero to tour the entire premises of the Wire Center or access tandem, without charge, within (10) calendar days of the tour request.

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to Aero at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific Wire Center or access tandem to Aero will be limited to the amount of existing suitable space which is technically feasible to support

the collocation arrangement requested. Existing suitable space is defined as available space in a Wire Center or access tandem which does not require the addition of ac/dc power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where available. Additional space can be requested by Aero by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix A described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted.

5.3 Use of Space.

GTE and Aero will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, Aero shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GTE's premises. Aero shall use the collocation space solely for the purposes of installing, maintaining and operating Aero's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing UNEs. Aero shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as Aero's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as Aero's mailing or shipping address.

5.4 Reservation of Space

GTE reserves the right to manage its Wire Center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a limited amount of vacant floor space within its Wire Centers and access tandems for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a Wire Center or access tandem is reserved for GTE's own specific future use, the Wire Center or access tandem will be exempt from future caged and cageless collocation requests. Aero shall not be permitted to reserve Wire Center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with Aero to determine an alternative arrangement for the specific location. Aero will be allowed to reserve collocation space for its caged/cageless arrangements based on Aero's documented forecast provided GTE and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing Aero equipment.

5.5 Collocation Space Report.

Upon request by Aero and upon Aero signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the Wire Center or access tandem requested:

5.5.1 Amount of caged and cageless collocation space available;

5.5.2 Number of telecommunications carriers with existing collocation arrangements;

- 5.5.3 Modifications of the use of space since the last collocation space report requested; and,
- 5.5.4 Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific Wire Center or access tandem in order to determine collocation space availability for the Wire Center or access tandem. The collocation space report will be provided to Aero within ten (10) calendar days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee contained in Appendix A will be assessed per request and per Wire Center or access tandem.

5.6 Reclamation.

When initiating an application form, Aero must have started installing equipment approved for collocation at GTE Wire Center or access tandem within a reasonable period of time, not to exceed six (6) months from the date Aero accepts the collocation arrangement. If Aero does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its Customers. In such cases, GTE will reimburse Aero for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

The rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix A attached hereto. Notwithstanding anything in this Agreement to the contrary, the rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Appendix A, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true up any resulting over or under billing.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to Aero when GTE provides Aero access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

Aero shall be responsible for payment of the site preparation charge with respect to: (i) each original application; and (ii) each additional application or augment application which involves expansion of existing square footage or additional bays. The site preparation charge is a nonrecurring charge designed to recover GTE's costs associated with preparing Wire Center(s) or access tandem(s) to accommodate collocation. For caged collocation arrangements (including shared and sublease arrangements), the site preparation charge shall be equal to the initial 100 square feet rate per square foot of caged space up to 100 square feet, plus the number of square feet over 100 square feet multiplied by the over 100 square feet rate. For cageless collocation arrangements, the site preparation charge shall be applied on a per bay basis. Site preparation rates are specified in Appendix A.

7. Insurance.

7.1 Coverage Limits.

Aero shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having a Best's insurance rating of at least A-, financial size category VII.

- 7.1.1 Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.
- 7.1.2 Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (a) above.
- 7.1.3 All Risk Property coverage on a full replacement cost basis insuring all of Aero's real and personal property located on or within GTE wire centers. Aero may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.
- 7.1.4 Statutory Workers Compensation coverage.
- 7.1.5 Employers Liability coverage in an amount of \$500,000 each accident.
- 7.1.6 Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

Notwithstanding anything herein to the contrary, the coverage requirements described in (c)-(f) above shall only be required if Aero orders collocation services pursuant to this Attachment 1. The minimum amounts of insurance required in this section, may be satisfied by Aero purchasing primary coverage in the amounts specified or by Aero buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at Aero's option, so long as the total amount of insurance meets GTE's minimum requirements.

7.2 Deductibles.

Any deductibles, self-insured retentions (SIR), loss limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to GTE, and GTE reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the Aero.

7.3 Additional Insureds.

GTE and its affiliates (which includes any corporation controlled by, controlling or in common control with GTE Corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by Aero. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that GTE has secured to protect itself. All of the insurance afforded by the Aero shall be primary in all respects, including Aero's Umbrella/Excess Liability insurance. GTE's insurance coverage shall be excess over any indemnification and insurance afforded by Aero and required hereby.

7.4 Waiver of Subrogation Rights.

Aero waives and will require all of its insurers to waive all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

7.5 Evidence of Insurance.

All insurance must be in effect on or before GTE authorizes access by Aero employees or placement of Aero equipment or facilities within GTE premises and such insurance shall remain in force as long as Aero's facilities remain within any space governed by this Agreement. If Aero fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from Aero. Failure to make a timely reimbursement will result in disconnection of service. Aero agrees to submit to GTE a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that GTE will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal. At least thirty (30) days prior to the expiration of the policy, GTE must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At GTE's request, Aero shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that GTE has been named as an additional insured, prior to commencement of any service. In no event shall permitting Aero access be construed as a waiver of the right of GTE to assert a claim against Aero for breach of the obligations established in this section.

7.6 Compliance Requirements.

Aero shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming GTE (including GTE Corporation and any other affiliated and/or managed entity) as an additional insured under all

liability insurance policies, and waiving all rights of subrogation against GTE (including GTE Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, Aero shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At GTE's request, Aero shall supply to GTE copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. Aero must also conform to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed to or shall hereafter agree to.

8. Casualty.

If the collocation equipment location in GTE's Wire Center(s) or access tandem(s) is rendered wholly unusable through no fault of Aero, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for Wire Center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to Aero as soon as practicable but no later than one hundred eighty (180) calendar days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) calendar days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this Agreement. Aero shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After any such casualty, Aero shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of Aero's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with Aero to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to Aero detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against Aero in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by Aero which were because any period after such date shall be returned to Aero.

9. Termination of Service.

9.1 Grounds for Termination.

GTE's obligation to provide collocation is contingent upon Aero's compliance with the terms and conditions of this Attachment and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of Aero to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) calendar days notice in the event Aero: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

9.2 Effects of Termination.

Upon the termination of collocation service, Aero shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove Aero's equipment if Aero fails to remove and dispose of the equipment within the thirty (30) calendar days of discontinuance. Aero will be charged the appropriate additional labor charge in Appendix A for the removal of such equipment. Upon removal by Aero of all its equipment from the collocation space, Aero will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Appendix A. Upon termination of collocation services, Aero relinquishes all rights, title and ownership of cable to GTE.

10. Miscellaneous.

GTE retains ownership of Wire Center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the Wire Center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. Aero does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's Wire Center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that Aero requires use of a GTE local exchange line, Aero must order a business local exchange access line (B1). Aero may not use GTE official lines.